

**JEFFERSON COUNTY PUBLIC SCHOOLS  
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and SPALDING UNIVERSITY (hereinafter "Contractor"), with its principal place of business at 845 S. Third St. Louisville, KY 40203.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Spalding University will establish the Healthy Kids Club Program to provide a comprehensive program to educate Early Childhood students and their families about the importance of a healthy lifestyle, focusing on children who are overweight and obese.

Services to be provided will include:

- Purchase or develop materials for students and their families about healthy lifestyles;

A Healthy Kids Club Kit for teachers and students to implement a family engagement activity in the classroom. To be reimbursed for the actual cost, not to exceed \$5,000 for the total number of kits to be provided.

Resources to be provided include handouts, flyers, education materials specifically designed for obese children and families of obese children. To be reimbursed for the actual cost, not to exceed \$2,000.

Resources to be provided include handouts, flyers, education materials specifically designed for all Early Childhood Program families targeting healthy family lifestyles. To be reimbursed for the actual cost, not to exceed \$3,000.

• Conferencing with parents to create individualized plans for students who meet the BMI criteria for obesity. Topics will include nutrition, exercise, sleep and hygiene. Spalding will be reimbursed up to 30 hours, billed as described below;

• Will conduct Family Engagement Activities on Healthy Lifestyle Topics at the following designated locations and times. Spalding staff and/or students will participate in these three Early Childhood Family Engagement Fridays, billed as described below:

- February 13, 2015 at George Unseld Early Childhood Center
- March 20, 2015 at Dawson Orman
- April 17, 2015 at DuValle Education Center

Spalding will be allowed 30 hours for preparation of materials, 15 hours for student observations at Schools, 15 hours to conduct Family Engagement Fridays, 40 hours to conference with parents individually & Group Follow-up on Overweight and Obese Children. To be billed at \$50 per hour not to exceed \$5,000.

### ARTICLE III Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount: Not to exceed \$15,000

Progress Payments (if not applicable, insert N/A): Upon Completion of Services

Costs/Expenses (if not applicable insert N/A): N/A

Fund Source:

40% Head Start Federal Grant #EA12037-0339-655AJ for \$6,000 and 60% State Funded Preschool #EA12037-0339-135A for \$9,000.

#### ARTICLE IV Term of Contract

Contractor shall begin performance of the Services on October 14, 2014 and shall complete the Services no later than April 30, 2015, unless this Contract is modified as provided in Article VIII.

#### ARTICLE V Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

## ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, religion, or political opinion or affiliation. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

## ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

## ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

## ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

## ARTICLE X Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## ARTICLE XI

### Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

## ARTICLE XII

### Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

## ARTICLE XIII

### Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

## ARTICLE XIV

### Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

## ARTICLE XV

### Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of October 14, 2014.

Contractor's Social Security Number or Federal Tax ID Number: F12394

JEFFERSON COUNTY BOARD OF  
EDUCATION

SPALDING UNIVERSITY  
CONTRACTOR

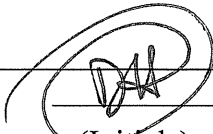
By: \_\_\_\_\_

By: 

Title: Donna M. Hargens, Ed.D.  
Superintendent

Title: Dr. L. Randy Strickland  
Senior V.P. for Academic Affairs

Cabinet Member: Dr. Dewey Hensley

  
(Initials)

## **JCPS Early Childhood Programs Rationale for Contract with Spalding University**

**Who:** Spalding University and JCPS Early Childhood Programs

**What:** The Healthy Kids Club Program will provide a comprehensive program to educate Early Childhood students and families about the importance of a healthy lifestyle, focusing on children who are overweight and obese.

**Where:** All Early Childhood Classrooms

**When:** 2014-2015 School Year

**How Much:** A maximum of \$15,000

### **Overview**

Head Start and state funded preschool requires the district to perform follow-up on students with health concerns including obesity.

JCPS Early Childhood Students are the perfect example of the obesity epidemic in the United States. Thirty-five to forty percent of JCPS Early Childhood Students are overweight or obese. This can lead to a lifetime of health problems including heart disease, diabetes, high blood pressure and stroke.

Our goal is to teach the Early Childhood Educational program students and families the importance of healthy living by focusing on nutrition, physical activity, sleep and hygiene. Spalding University will communicate directly with the student parents of those children considered obese to target specifics about the family's lifestyle. A qualified health professional will facilitate needed discussions on these sensitive issues with parents. This contract outlines the agreement with Spalding University to provide resources to our students and their families to provide them an educational roadmap to healthier and more productive lifestyle needed.

### **Connections to Strategic Plan**

This contract relates to many areas of the strategic plan by improving the overall student's health allowing greater student achievement. Early intervention and learning healthy habits is the foundation.

- 1.10 Provide for continuous improvement of systems designed to support student achievement and to eliminate the achievement gap.
- 1.7 Develop and implement early interventions
- 1.9 Create a coordinating system of student support that will result in increasing attendance
- 2.1 Use predictive data to inform interventions
- 3.3 Increase the number of community based opportunities/experiences to support student learning.